

**RESOLUTION NO. 2012-19**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH  
SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO.9 FOR  
UTILIZATION OF A SCHOOL RESOURCES OFFICER ("SRO").**

WHEREAS, the City of Sedona the City of Sedona (City) and the Sedona-Oak Creek Joint Unified School District No. 9 (District) desire to establish a position of School Resources Officer (SRO) to serve at certain campuses of the District for the mutual benefit of the parties; and,

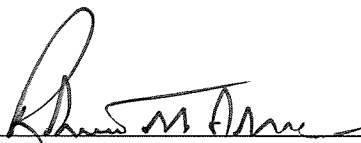
WHEREAS, the SRO will be acting through the Sedona Police Department in the performance of this agreement; and,

WHEREAS, the funding of the position, and the training of the officer, would be shared between the City and the District, as set forth in the Intergovernmental Agreement attached hereto as Exhibit A.

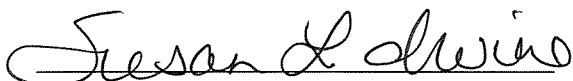
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Sedona-Oak Creek School District No. 9 for utilization of a school resources officer, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.


PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 9<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Robert M. Adams, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEDONA AND  
THE SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9 FOR  
UTILIZATION OF A SCHOOL RESOURCES OFFICER ("SRO")**

This is an Agreement by and between the City of Sedona, a municipal corporation, hereinafter referred to as "City," and the Sedona-Oak Creek Joint Unified School District No. 9, a school district, hereinafter referred to as "District," their successors, heirs and assigns.

Whereas, the District and the City desire to establish a position of School Resource Officer (SRO) to serve at certain campuses of the District for the mutual benefit of the parties, and to promote public safety on District properties and within the community, and

Whereas, the funding of the position, and training of the officer, would be shared expenses of the parties, and

Whereas, the SRO would be acting through the Sedona Police Department in the performance of this agreement; and

Whereas, both parties are authorized to carry on the activities included in this Intergovernmental Agreement pursuant to A.R.S. §§ 11-952, 15-341, and 15-342,

*In consideration of the terms, conditions and obligations set forth herein, the parties agree as follows:*

Section 1. Recitals

The above recitals are true and correct and incorporated herein.

Section 2. Purpose

The purpose of this Intergovernmental Agreement is to provide for a School Resources Officer for the District during the academic year, generally August through May, and to prescribe the sharing of the costs, including training.

Section 3. City Obligations

- A. The City agrees to assign a person trained in the field of law enforcement to the District during the academic year. The City and District shall jointly determine the selection and placement process of the SRO.
- B. The City will incur all training costs for the SRO that are mandated or required by the City of the State of Arizona to maintain certified peace officer status and skills proficiency. To the extent possible, mandatory police officer training will be conducted at times that do not conflict with normal school schedules.

- C. The City will incur all costs for the maintenance of a police vehicle assigned to the SRO for the performance of the services to be rendered under this agreement.

#### Section 4. District's Obligations

- A. The District will supply office space, necessary furniture, office telephone and computer to the SRO, together with any office supplies and any assistance needed to carry out his or her duties.
- B. The District and the City may agree on specialized training for the SRO, and if such training is authorized, will jointly pay for its cost.

#### Section 5. General Provisions

- A. There shall be no cash payments required under this Intergovernmental Agreement.
- B. The City and District will equally share the compensation/salary costs for the SRO equally for the academic year, generally August through May. The costs will be based on City total compensation rates for the classification from which the SRO is selected, not to exceed the classification of a Police Officer salary scale. Once a shared amount is determined, the District shall reimburse the City for SRO compensation on a monthly basis.
- C. Any overtime costs for the SRO to provide services at school functions outside of regular school hours shall be borne by the District. The District may, with agreement from the Support Services Commander of the Police Department, adjust the working hours of the SRO to provide services at these functions to minimize overtime costs.
- D. For the purposes of this agreement, the Support Services Commander of the Police Department shall be direct supervisor of the SRO.
- E. The SRO duties and responsibilities shall include, but are not limited to, the following:
- Prevention and deterrence of criminal activity on and near school property
  - Assist school staff and officials in developing proactive programs which promote safety and security on school property
  - Provide counseling, presentations, and information to students, parents, school staff and officials
  - Investigate criminal offenses occurring on or related to school property
  - Assist school officials with student discipline, attendance and periodic home visits
  - Provide technical and information assistance to schools and community agencies
  - Report contacts with students, parents, staff and community members in performance of the goals of this Agreement to the campus principal on a regular basis

- F. The source of funds for financing this Intergovernmental Agreement is budgeted appropriations by the governing body of each party.

#### Section 6. Term of Agreement

This Intergovernmental Agreement shall be for a term of five (5) years, commencing on January 1, 2012, and terminating on December 31, 2016. The parties may, by mutual agreement, agree to renew this Intergovernmental Agreement for an additional five (5) years, by joint Memorandum of Understanding (MOU). The parties agree to review and evaluate the program under this Agreement annually in April.

#### Section 7. Termination

Either party with or without cause may terminate this Intergovernmental Agreement by providing thirty (30) days written notice.

#### Section 11. Notice

Notice pursuant to this Intergovernmental Agreement shall be provided in writing, by United States, certified, return receipt requested mail, express mail or facsimile transmission, to the following:

City

Tim Ernster  
City Manager  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

District

David Lykins  
Superintendent  
Sedona-Oak Creek Joint  
Unified School District  
225 Brewer Road  
Sedona, AZ 86336.

#### Section 12. Entire Agreement

The Intergovernmental Agreement is the entire agreement between the parties and all oral representations, prior written agreements or correspondence are superseded by this Intergovernmental Agreement.

#### Section 13. Amendments or Modifications

Any amendments to this Intergovernmental Agreement shall be in writing, approved by the District and City and executed with equal dignity herewith.

#### Section 14. Severability

In the event any provision of this Intergovernmental Agreement is declared void or unenforceable by a court of competent jurisdiction and said provision does not make it impossible to carry out the mutual intent of the parties, all other provisions shall remain in full force and effect.


Section 15. Applicable Law

This intergovernmental Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the date under each signature.

City

District

  
\_\_\_\_\_  
Tim Ernster, City Manager  
City of Sedona

\_\_\_\_\_  
David Lykins, Superintendent  
Sedona-Oak Creek Joint Unified  
School District

Dated: 10/10/12

Dated: \_\_\_\_\_

Certification

This Intergovernmental Agreement is hereby approved as to proper form. The parties hereto have the power and are authorized by the laws of the State of Arizona to enter into this Intergovernmental Agreement.

City

District

  
\_\_\_\_\_  
City Attorney

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Attorney for District